



SEABOARD
Weatherproofing
& Restoration

530 Willett Avenue
Port Chester, NY 10573 / 914-937-5995 / fax 914-937-0016

PURCHASE ORDER

DATE: August 17, 2011

P.O. NO: 9550-1

TO: Hayden Building Maintenance
169 Western Highway
West Nyack, NY 10994

PHASE CODE: 07500

REF: 400 Columbus Avenue – Phase III
Valhalla, NY

JOB NO: SC9550

| PROVIDE ALL NECESSARY SUPERVISION, LABOR, TOOLS, MATERIAL, EQUIPMENT, ETC. REQUIRED TO PERFORM FOLLOWING WORK: | AMOUNT |
|--|--------------|
| All work as per your proposal dated 6/29/11. | |
| THIS PURCHASE ORDER DOES NOT INCLUDE APPLICABLE SALES TAX | |
| TOTAL | \$339,650.00 |

THE ABOVE WORK ORDER IS TO BE COMPLETED BASED UPON OUR SCHEDULE

CERTIFICATE OF WORKMEN'S COMPENSATION AND LIABILITY INSURANCE MUST BE IN OUR OFFICE BEFORE COMMENCING WORK.

PLEASE INDICATE OUR JOB NUMBER AND P.O. NUMBER ON ALL INVOICES.

SUB-CONTRACTOR / VENDOR SHALL PROVIDE ALL NECESSARY LABOR AND MATERIALS TO MEET THE SCHEDULED DATES. WORK MUST BE INTERFACED IN A TIMELY MANNER WITH ALL OTHER TRADES SO THAT YOUR WORK WILL PERMIT THE TIMELY COMPLETION OF ALL OTHER TRADES.

THE SUB-CONTRACTOR / VENDOR SHALL BE BOUND BY THE SAME TERMS AND CONDITIONS AS OUR CONTRACT OR FINAL PROPOSAL GOVERNING OUR RELATIONSHIP WITH THE OWNER OR OWNER'S REPRESENTATIVES ON ANY WORK BEING PERFORMED, SERVICES PROVIDED OR MATERIALS SUPPLIED. COPIES OF OUR WRITTEN CONTRACTS OR FINAL PROPOSALS WITH THE OWNER OR OWNER'S REPRESENTATIVES, IF ANY, ARE AVAILABLE FOR YOUR REVIEW AT OUR OFFICES UPON YOUR WRITTEN REQUEST. IN THE EVENT IT IS DETERMINED THAT SATISFACTORY AND TIMELY PERFORMANCE IS NOT BEING MAINTAINED, WHEN DIRECTED, SUB-CONTRACTOR / VENDOR SHALL PROVIDE AT NO ADDITIONAL COST SUFFICIENT ADDITIONAL MANPOWER TO IMMEDIATELY BRING ITS WORK, SERVICES OR SUPPLY OF MATERIAL UP TO SCHEDULE, WHETHER ON A REGULAR OR OVERTIME BASIS.


AUTHORIZED AGENT – James F. Gradt


SUBCONTRACTOR / VENDOR

THE SUB-CONTRACTOR / VENDOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AHEARN-HOLTZMAN, INC. OWNER, AND OWNER'S REPRESENTATIVES FROM ANY AND ALL LIABILITY AND LOSS BECAUSE OF INJURY, INCLUDING DEATH, TO ANY PERSON, OR DAMAGE TO ANY PROPERTY, THAT MAY OCCUR OR MAY BE ALLEGED TO HAVE OCCURRED AS A RESULT, DIRECTLY OR INDIRECTLY, OF THE ACTIONS OR OMISSIONS OF THE SUB-CONTRACTOR / VENDOR, OR OF ITS SERVANTS, AGENTS, EMPLOYEES OR PRINCIPALS, SUB-CONTRACTORS OR LICENCEES. ANY PERSON SHALL INCLUDE ANY EMPLOYEE, AGENT OR PRINCIPAL OF AHEARN HOLTZMAN, INC. , THE OWNER AND THE OWNER'S REPRESENTATIVES. AT ITS OWN EXPENSE, SUB-CONTRACTOR / VENDOR SHALL DEFEND ALL SUITS, AND CLAIMS ALLEGING SUCH INJURY OR DAMAGE AND SHALL PAY ALL CHARGES OF ATTORNEYS, COURT COSTS, AND ALL OTHER COSTS AND EXPENSES IN CONNECTION THEREWITH. THE RIGHTS AND OBLIGATIONS OF AHEARN-HOLTZMAN, INC. OWNER AND OWNER'S REPRESENTATIVES AND SUB-CONTRACTOR / VENDOR HEREIN SHALL SURVIVE FINAL ACCEPTANCE OF THE WORK OR DELIVERY OF MATERIALS AND PAYMENT THEREFORE. TO THE EXTENT THAT THE PROVISIONS OF THE AGREEMENTS SET FORTH IN THIS WORK ORDER ARE ENFORCEABLE AND INCONSISTENT WITH ANY PROVISION OF ANY OTHER CONTRACT GOVERNING OUR RELATIONSHIP, THE PROVISIONS SET FORTH IN THIS WORK ORDER SHALL PREVAIL.

SUB-CONTRACTOR / VENDOR MUST RETURN A SIGNED COPY OF THIS P.O. IN FIVE WORKING DAYS; FAILURE TO DO SO WILL AUTOMATICALLY RESULT IN SUBCONTRACTOR / VENDOR ACCEPTANCE.

AHEARN-HOLTZMAN, INC.
SUBCONTRACTOR'S INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT BETWEEN AHEARN-HOLTZMAN, INC. ("AHEARN") AND THE UNDERSIGNED SUB-CONTRACTOR / VENDOR (THE "SUB-CONTRACTOR / VENDOR") RELATES TO INDEMNIFICATION SET FORTH BELOW WITH RESPECT TO ALL WORK PERFORMED, SERVICES PROVIDED AND MATERIALS SUPPLIED TO AHEARN AT ANY TIME AFTER THE EXECUTION OF THIS AGREEMENT AND PRIOR TO THE TERMINATION OF SUCH AGREEMENT. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY, PROVIDED, HOWEVER, THAT SUCH AGREEMENT MAY NOT BE TERMINATED WITH RESPECT TO WORK OR SERVICES AGREED TO BE PERFORMED AND NOT COMPLETED OR MATERIALS AGREED TO BE PROVIDED AND NOT SUPPLIED.

SUB-CONTRACTOR / VENDOR SHALL BE BOUND BY THE SAME TERMS AND CONDITIONS AS AHEARN'S CONTRACT OR FINAL PROPOSAL GOVERNING ITS RELATIONSHIP WITH THE OWNER OR OWNER'S REPRESENTATIVES ON ANY WORK OR SERVICES BEING PERFORMED OR MATERIALS SUPPLIED. COPIES OF OUR WRITTEN CONTRACTS OR FINAL PROPOSALS WITH THE OWNER OR OWNER'S REPRESENTATIVES, IF ANY, ARE AVAILABLE FOR REVIEW AT OUR OFFICES BY THE SUB-CONTRACTOR / VENDOR UPON ITS WRITTEN REQUEST. IN THE EVENT IT IS DETERMINED THAT SATISFACTORY AND TIMELY PERFORMANCE IS NOT BEING MAINTAINED, WHEN DIRECTED, SUB-CONTRACTOR / VENDOR SHALL PROVIDE AT NO ADDITIONAL COST SUFFICIENT ADDITIONAL MANPOWER TO IMMEDIATELY BRING ITS WORK, SERVICES OR SUPPLY OF MATERIAL UP TO SCHEDULE, WHETHER ON A REGULAR OR OVERTIME BASIS.

SUBCONTRACTOR / VENDOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AHEARN, OWNER AND OWNER'S REPRESENTATIVES FROM ANY AND ALL LIABILITY AND LOSS BECAUSE OF INJURY, INCLUDING DEATH, TO ANY PERSON, OR DAMAGE TO ANY PROPERTY, THAT MAY OCCUR OR MAY BE ALLEGED TO HAVE OCCURRED AS A RESULT, DIRECTLY OR INDIRECTLY, OF THE ACTIONS OR OMISSIONS OF THE SUB-CONTRACTOR / VENDOR, OR OF ITS SERVANTS, AGENTS, EMPLOYEES OR PRINCIPALS, SUB-CONTRACTORS OR LICENSEES. ANY PERSON SHALL INCLUDE ANY EMPLOYEE, AGENT OR PRINCIPAL OF AHEARN, THE OWNER AND THE OWNER'S REPRESENTATIVES. AT ITS OWN EXPENSE, SUB-CONTRACTOR / VENDOR SHALL DEFEND ALL SUITS, AND CLAIMS ALLEGING SUCH INJURY OR DAMAGE AND SHALL PAY ALL CHARGES OF ATTORNEYS, COURT COSTS, AND ALL OTHER COSTS AND EXPENSES IN CONNECTION THEREWITH. THE RIGHTS AND OBLIGATIONS OF AHEARN, OWNER, OWNER'S REPRESENTATIVES AND SUB-CONTRACTOR / VENDOR HEREIN SHALL SURVIVE FINAL ACCEPTANCE OF THE WORK OR MATERIALS AND PAYMENT THEREFORE. TO THE EXTENT THAT THE PROVISIONS OF THIS AGREEMENT ARE ENFORCEABLE AND INCONSISTENT WITH ANY PROVISION OF ANY OTHER CONTRACT GOVERNING THE RELATIONSHIP BETWEEN AHEARN AND SUB-CONTRACTOR / VENDOR, THE PROVISIONS SET FORTH IN THIS AGREEMENT SHALL PREVAIL.

SUB-CONTRACTOR / VENDOR MUST RETURN A SIGNED COPY OF THIS PURCHASE ORDER WITHIN FIVE WORKING DAYS; FAILURE TO DO SO WILL AUTOMATICALLY RESULT IN SUB-CONTRACTOR ACCEPTANCE.

AHEARN-HOLTZMAN, INC.

BY: *RJA/BM*

NAME: Richard J. Ahearn

TITLE: President

SUBCONTRACTOR / VENDOR

BY: *Hayden Building Maintenance Corp.*

NAME: *Gregory P. Hayden*

TITLE: *Owner*

GREGORY P. HAYDEN